

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

-----X

SUPERCOM, INC.,

Plaintiff,

-against-

911INET LLC, JOHN DOE CORPORATIONS 1-5
D/B/A SPECIALTY LOCATION SERVICES, AND
JAVIER GARCIA,

Defendants.

-----X

**DEFENDANT
SPECIALIZED LOCATION
SERVICES' ANSWER
TO AMENDED
COMPLAINT**

Index No. 20-CV-8228

(JSR)

Defendant SPECIALIZED LOCATION SERVICES, by attorney, Todd Wengrovsky, for its
Answer and Affirmative Defenses, states as follows:

“NATURE OF THE ACTION” SECTION OF AMENDED COMPLAINT

1. Defendant admits the allegations of this Paragraph of the Complaint as to the nature of Plaintiff's claims, but denies liability.
2. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.
3. Defendant denies each and every allegation of this Paragraph of the Complaint.
4. Defendant denies each and every allegation of this Paragraph of the Complaint.

5. Defendant admits the allegations of this Paragraph of the Complaint as to the nature of Plaintiff's claims, but denies liability.

"JURISDICTION AND VENUE" SECTION OF AMENDED COMPLAINT

6. Defendant admits the allegations of this Paragraph of the Complaint.

7. Defendant admits the allegations of this Paragraph of the Complaint.

8. Defendant admits the allegations of this Paragraph of the Complaint.

"THE PARTIES" SECTION OF AMENDED COMPLAINT

9. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this Paragraph of the Complaint.

10. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this Paragraph of the Complaint.

11. Defendant admits the allegations of this Paragraph of the Complaint.

12. Defendant denies each and every allegation of this Paragraph of the Complaint.

13. Defendant denies each and every allegation of this Paragraph of the Complaint.

14. Defendant denies each and every allegation of this Paragraph of the Complaint.

15. Defendant admits the allegations of this Paragraph of the Complaint.

16. Defendant denies each and every allegation of this Paragraph of the Complaint.

17. Defendant denies each and every allegation of this Paragraph of the Complaint.

18. Defendant denies each and every allegation of this Paragraph of the Complaint.

19. Defendant denies each and every allegation of this Paragraph of the Complaint.

20. Defendant admits the allegations of this Paragraph of the Complaint.

21. Defendant denies each and every allegation of this Paragraph of the Complaint.

22. Defendant denies each and every allegation of this Paragraph of the Complaint.

23. Defendant admits the allegations of this Paragraph of the Complaint.

24. Defendant denies each and every allegation of this Paragraph of the Complaint.

25. Defendant admits the allegations of this Paragraph of the Complaint with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

“ADDITIONAL FACTUAL ALLEGATIONS” SECTION OF AMENDED COMPLAINT

26. Defendant admits the allegations of this Paragraph of the Complaint.

27. Defendant admits the allegations of this Paragraph of the Complaint.

28. Defendant denies each and every allegation of this Paragraph of the Complaint.

29. Defendant denies each and every allegation of this Paragraph of the Complaint.

30. Defendant denies each and every allegation of this Paragraph of the Complaint.

31. Defendant denies each and every allegation of this Paragraph of the Complaint.

32. Defendant denies each and every allegation of this Paragraph of the Complaint.

33. Defendant denies each and every allegation of this Paragraph of the Complaint.

34. Defendant denies each and every allegation of this Paragraph of the Complaint.

35. Defendant denies each and every allegation of this Paragraph of the Complaint.

36. Defendant denies each and every allegation of this Paragraph of the Complaint.

“FIRST CLAIM” SECTION OF AMENDED COMPLAINT

37. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 36 herein inclusive.

38. Defendant admits the allegations of this Paragraph of the Complaint.

39. Defendant admits the allegations of this Paragraph of the Complaint.

40. Defendant admits the allegations of this Paragraph of the Complaint.

41. Defendant admits the allegations of this Paragraph of the Complaint.

42. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this Paragraph of the Complaint.

43. Defendant denies each and every allegation of this Paragraph of the Complaint.

44. Defendant denies each and every allegation of this Paragraph of the Complaint.

45. Defendant denies each and every allegation of this Paragraph of the Complaint.

46. Defendant denies each and every allegation of this Paragraph of the Complaint.

47. Defendant denies each and every allegation of this Paragraph of the Complaint.

48. Defendant denies each and every allegation of this Paragraph of the Complaint.

49. Defendant denies each and every allegation of this Paragraph of the Complaint.

50. Defendant denies each and every allegation of this Paragraph of the Complaint.

51. Defendant denies each and every allegation of this Paragraph of the Complaint.

52. Defendant denies each and every allegation of this Paragraph of the Complaint.

53. Defendant denies each and every allegation of this Paragraph of the Complaint.

54. Defendant denies each and every allegation of this Paragraph of the Complaint.

“SECOND CLAIM” SECTION OF AMENDED COMPLAINT

55. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 54 herein inclusive.

56. Defendant admits the allegations of this Paragraph of the Complaint.

57. Defendant denies each and every allegation of this Paragraph of the Complaint.

58. Defendant denies each and every allegation of this Paragraph of the Complaint.

59. Defendant denies each and every allegation of this Paragraph of the Complaint.

60. Defendant denies each and every allegation of this Paragraph of the Complaint.

61. Defendant denies each and every allegation of this Paragraph of the Complaint.

62. Defendant denies each and every allegation of this Paragraph of the Complaint.

63. Defendant denies each and every allegation of this Paragraph of the Complaint.

“THIRD CLAIM” SECTION OF AMENDED COMPLAINT

64. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 63 herein inclusive.

65. Defendant admits the allegations of this Paragraph of the Complaint.

66. Defendant admits the allegations of this Paragraph of the Complaint.

67. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this Paragraph of the Complaint.

68. Defendant denies each and every allegation of this Paragraph of the Complaint.

69. Defendant denies each and every allegation of this Paragraph of the Complaint.

70. Defendant denies each and every allegation of this Paragraph of the Complaint.

71. Defendant denies each and every allegation of this Paragraph of the Complaint.

“FOURTH CLAIM” SECTION OF AMENDED COMPLAINT

72. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 71 herein inclusive.

73. Defendant admits the allegations of this Paragraph of the Complaint.

74. Defendant denies each and every allegation of this Paragraph of the Complaint.

75. Defendant denies each and every allegation of this Paragraph of the Complaint.

76. Defendant denies each and every allegation of this Paragraph of the Complaint.

77. Defendant denies each and every allegation of this Paragraph of the Complaint.

“FIFTH CLAIM” SECTION OF AMENDED COMPLAINT

78. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 77 herein inclusive.

79. Defendant denies each and every allegation of this Paragraph of the Complaint.

80. Defendant denies each and every allegation of this Paragraph of the Complaint.

81. Defendant denies each and every allegation of this Paragraph of the Complaint.

82. Defendant denies each and every allegation of this Paragraph of the Complaint.

83. Defendant denies each and every allegation of this Paragraph of the Complaint.

84. Defendant denies each and every allegation of this Paragraph of the Complaint.

85. Defendant denies each and every allegation of this Paragraph of the Complaint.

86. Defendant denies each and every allegation of this Paragraph of the Complaint.

“SIXTH CLAIM” SECTION OF AMENDED COMPLAINT

87. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 86 herein inclusive.

88. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

89. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

90. Defendant denies each and every allegation of this Paragraph of the Complaint.

91. Defendant denies each and every allegation of this Paragraph of the Complaint.

92. Defendant denies each and every allegation of this Paragraph of the Complaint.

93. Defendant denies each and every allegation of this Paragraph of the Complaint.

94. Defendant denies each and every allegation of this Paragraph of the Complaint.

95. Defendant denies each and every allegation of this Paragraph of the Complaint.

“SEVENTH CLAIM” SECTION OF AMENDED COMPLAINT

96. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 95 herein inclusive.

97. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

98. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

99. Defendant denies each and every allegation of this Paragraph of the Complaint.

100. Defendant denies each and every allegation of this Paragraph of the Complaint.

101. Defendant denies each and every allegation of this Paragraph of the Complaint.

102. Defendant denies each and every allegation of this Paragraph of the Complaint.

103. Defendant denies each and every allegation of this Paragraph of the Complaint.

104. Defendant denies each and every allegation of this Paragraph of the Complaint.

“EIGHTH CLAIM” SECTION OF AMENDED COMPLAINT

105. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 104 herein inclusive.

106. (*This allegation appears to be an error in the Amended Complaint*) Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 104 herein inclusive.

107. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

108. Defendant admits the allegations of this Paragraph of the Complaint as to the wording in the Agreement, but denies the remaining allegations therein with the comment that the Agreement contained a typographical error, the correct name of the entity in question was “Specialized” Location Services (not “Specialty”), and Specialized Location Services was, in fact, an authorized Domestic Corporation formed under the laws of the State of Alabama.

109. Defendant denies each and every allegation of this Paragraph of the Complaint.

110. Defendant denies each and every allegation of this Paragraph of the Complaint.

111. Defendant denies each and every allegation of this Paragraph of the Complaint.

112. Defendant denies each and every allegation of this Paragraph of the Complaint.

113. Defendant denies each and every allegation of this Paragraph of the Complaint.

“NINTH CLAIM” SECTION OF AMENDED COMPLAINT

114. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 113 herein inclusive.

115. Defendant denies each and every allegation of this Paragraph of the Complaint.

116. Defendant denies each and every allegation of this Paragraph of the Complaint.

117. Defendant denies each and every allegation of this Paragraph of the Complaint.

118. Defendant denies each and every allegation of this Paragraph of the Complaint.

119. Defendant denies each and every allegation of this Paragraph of the Complaint.

“TENTH CLAIM” SECTION OF AMENDED COMPLAINT

120. Defendant repeats and incorporates by reference their replies in Paragraphs 1 through 119 herein inclusive.

121. Defendant denies each and every allegation of this Paragraph of the Complaint.

122. Defendant denies each and every allegation of this Paragraph of the Complaint.

123. Defendant denies each and every allegation of this Paragraph of the Complaint.

DEFENDANTS’ AFFIRMATIVE DEFENSES

Answering further, Defendant raises the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

The Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff is barred from recovery by reason of waiver and/or estoppel.

THIRD AFFIRMATIVE DEFENSE

Plaintiff is barred from recovery by reason of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of acquiescence.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff can not demonstrate injury, impact, or damage as a result of any actions or omissions by Defendant.

SIXTH AFFIRMATIVE DEFENSE

Even if Plaintiff could demonstrate injury, impact, or damage as a result of any actions or omissions by Defendant, Plaintiff failed to mitigate damages.

SEVENTH AFFIRMATIVE DEFENSE

Through its representations and actions, Plaintiff prevented Defendant from performing its obligations.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff anticipatorily repudiated the agreement(s) identified in the Complaint.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, due to its breach of the implied covenant of good faith and fair dealing.

TENTH AFFIRMATIVE DEFENSE

The award sought by Plaintiff in the Complaint would unjustly enrich Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant reserves any and all rights of set-off and recoupment that it may possess under the law.

WHEREFORE, Defendant respectfully requests this Court to grant judgment in its favor, order all claims of the complaint dismissed with prejudice, award Defendant all costs, expenses, disbursements and fees incurred herein, including reasonable attorneys' fees, and such other, further and different relief as the Court may deem just and proper.

Dated: Calverton, New York
March 13, 2022

/s/ Todd Wengrovsky
Todd Wengrovsky - TW4823
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